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8 UNITED STATES BANKRUPTCY COURT
9 EASTERN DISTRICT OF WASHINGTON

10 In re:) Case No. 18-03197-FPC11
11)
12 GIGA WATT INC,) DECLARATION OF LISA PARKS IN
13 Debtor in Possession.) SUPPORT OF STIPULATED MOTION TO
14) MODIFY THE AUTOMATIC STAY
15)

16 I, LISA PARKS, am the Executive Director of the Port of Douglas County
17 ("Port"). I have personal knowledge of the facts contained in this declaration.

18 Pursuant to a prior stipulation, (ECF 251) the stay was modified to authorize the
19 Port to use a portion of the Debtor's surety deposit to fill the hole left by Debtor, remove
20 Debtor's personal property on Lots 8 and 9, and pay other expenses and clean up
21 debris. Attached as exhibit A is an accounting of the surety deposit funds spent, and to
22 be spent, as authorized by the prior stipulation. There is approximately \$81,000.00
23 remaining of the Debtor's surety Deposit. The contractor is currently on site performing
24 that work. However, the Debtor buried conduit all over the Port's property and left large
25 berms of dirt all over the Port's property. The Debtor also installed a concrete

DECLARATION - 1

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1 foundation and a grounding matt for the proposed substation that was never built.
2 There is also debris that is not located on lots 8 & 9. The Bankruptcy estate did not
3 assume the debtor's lease with the Port and has not cleaned up the property.
4 Therefore, the Port needs its property restored to its pre-lease condition to the extent
5 possible, to be able to market it again. To accomplish restoration of the Ports property,
6 the Port and the Chapter 11 Trustee have stipulated that the Automatic stay may be
7 modified to permit Port to spend the remaining surety deposit proceeds of
8 approximately \$81,000.00 to complete this additional ground remediation and cleanup
9 work while the contractor is on site. If the contractor leaves the site and removes his
10 heavy equipment, the Port would have to pay an additional \$10,000 - \$15,000 to have
11 the contractor bring his equipment back and complete this work. Therefore, the
12 change order needs to be approved as soon as possible. The Port and the Trustee
13 have further stipulated that the Port may spend surety deposit funds, if any remain, on
14 any other cleanup or disposal of debtor's property left on the Ports real estate and the
15 Ports legal fees associated with the Giga Watt site at Pangborn Memorial Airport.

16 The bid for the change order is \$85,000.00 and the engineer's estimate is
17 \$7,000.00, for a total of \$92,000.00. These are only estimated costs and the final costs
18 could be more. In either event the estimates exceed the remainder of the debtor's
19 surety deposit funds.

20 Attached hereto as exhibit B is the contractor's bid and the engineer's estimate.

21 I declare under penalty of perjury under the laws of the State of Washington that
22 all the statements contained herein are true and correct to the best of my knowledge,
23 information, and belief.

24 DATED this 23rd day of October 2019, at East Wenatchee, Washington.
25

DECLARATION - 2

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Lisa Parks

Lisa Parks

DECLARATION - 3

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EXHIBIT A

Date	Payable To	Amount	Land Lease- PODC	Leasehold Tax	Land Lease- PMA	Fence	Legal-Davis Arnell	Legal-Hames	Engineering	Principal	Interest	Other
08/31/18	Davis Arnell Law Firm	567.00					567.00					
09/30/18	Davis Arnell Law Firm	970.50					970.50					
10/31/18	Davis Arnell Law Firm	5,046.00					5,046.00					
11/01/18	Port of Douglas County	9,722.97	8,616.60	1,106.37								33.93
11/19/18	Ag Supply	33.93										
11/28/18	Emerald City Statewide	8,656.00				8,656.00						
11/30/18	Davis Arnell Law Firm	10,546.25					10,546.25					
12/01/18	Port of Douglas County	9,722.97	8,616.60	1,106.37								
12/31/18	Davis Arnell Law Firm	5,061.00					5,061.00					
12/31/18	Hames, Anderson	2,690.75						2,690.75				
01/01/19	Port of Douglas County	9,722.97	8,616.60	1,106.37								
01/01/19	Pangborn Memorial Airport	21,375.68			21,375.68							
01/18/19	Emerald City Statewide	6,881.52				6,881.52						
01/29/19	Hames, Anderson	2,529.50						2,529.50				
01/31/19	Davis Arnell Law Firm	6,736.50					6,736.50					
02/01/19	Port of Douglas County	9,722.97	8,616.60	1,106.37								
02/20/19	Hames, Anderson	967.50						967.50				
02/28/19	Davis Arnell Law Firm	5,451.00					5,451.00					
02/28/19	Hames, Anderson	3,480.00						3,480.00				
03/01/19	Port of Douglas County	9,868.79	8,745.85	1,122.94								
03/19/19	Davis Arnell Law Firm	5,074.50					5,074.50					
03/31/19	Davis Arnell Law Firm	754.50					754.50					
03/31/19	Hames, Anderson	330.00						330.00				
04/01/19	Port of Douglas County	9,868.82	8,745.85	1,122.97					864.59			
04/23/19	RH2 Engineering	864.59										
04/30/19	Davis Arnell Law Firm	2,247.00					2,247.00					
05/01/19	Port of Douglas County	9,868.82	8,745.85	1,122.97								
06/01/19	Port of Douglas County	9,868.82	8,745.85	1,122.97								
06/25/19	Davis Arnell Law Firm	1,680.00					1,680.00					
06/25/19	Hames, Anderson	1,458.00						1,458.00				
06/25/19	RH2 Engineering	966.22							966.22			
06/27/19	Davis Arnell Law Firm	5,743.50					5,743.50					
06/27/19	Hames, Anderson	2,490.00						2,490.00				
07/15/19	Tom's Tilling	486.90										
07/31/19	CERB Loan	18,075.77										
07/31/19	Davis Arnell Law Firm	3,381.00								8,839.08		486.90
07/31/19	Hames, Anderson	2,220.00										
07/31/19	RH2 Engineering	2,455.39						2,220.00				
08/07/19	Peaceful Retreat Yardcare	838.55							2,455.39			
08/31/19	Hames, Anderson	840.00						840.00				838.55
08/31/19	Davis Arnell Law Firm	1,386.00										
08/31/19	RH2 Engineering	103.00							103.00			
	Subtotal Spent To-Date	210,755.18										
	Prospective											
	RH2 Engineering (Sept thru Nov)	7,000.00										
	KRCI Lot 8&9 Grading	70,000.00										
	Change Order GW Site Clean Up	110,000.00										
	Total Expenses Incurred by PODC	397,755.18	69,449.80	8,917.33	21,375.68	15,537.52	54,644.75	17,005.75	4,389.20	8,839.08	9,236.69	147,224.00
												148,583.38

EXHIBIT B

Change Order

Contract Number 211.052.22	Contract Title Lot 8 & 9 Grading	
Change Order Number 1	Change Description Site cleanup and substation removal	
Prime Contractor KRCI LLC		Date 9/30/2019
<input checked="" type="checkbox"/> Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications <input type="checkbox"/> Change proposed by Contractor		

Change Description

This change order will accomplish the following:

1. Cleanup up site by picking up debris, filling in holes, and removing mounds to create a generally flat and usable site. Work will be completed on a force account (FA), time and expense basis, with a not to exceed amount.
2. Remove substation site equipment, fill and compact substation foundation with nearby soil. Work will be completed on a force account (FA), time and expense basis, with a not to exceed amount.
3. Material testing to support items 1 and 2. Work will be completed on a force account (FA), time and expense basis, with a not to exceed amount.

<u>Item Number</u>	<u>Unit</u>	<u>Item Description</u>	<u>Qty</u>	<u>Cost</u>		<u>Amount</u>
1	FA	Site cleanup	40000	\$	1.00	\$ 40,000.00
2	FA	Substation foundation removal	40000	\$	1.00	\$ 40,000.00
3	FA	Material Testing	5000	\$	1.00	\$ 5,000.00
				Subtotal		\$ 85,000.00
				8.2% Sales Tax		Incl. in FA
				Change Order Total		\$ 85,000.00

Verbal Approval Date 10/1/2019	Working Days +/- 15
Original Contract Amount \$ 63,599.96	Current Contract Amount \$ 63,599.96
Est. Net Change This C.O. \$ 85,000.00	Est. Contract Amount \$ 148,599.96

Project Engineer Date	Approving Authority Date
By Prime Contractor Date	Signature Representing

Task Authorization No. 22
Port of Douglas County
General Services 2011
Pangborn Business Park – Lots 8 and 9 Grading
Additional Work

October 2019
RH2 Project No. PDC 211.052.22.2201

Scope of Services

The Port of Douglas County (Port) has requested that RH2 Engineering, Inc., (RH2) provide engineering assistance for the Lots 8 and 9 grading project.

RH2 will provide construction support to the Port, including periodic site visits and construction observation, coordination with the contractor and Port staff, preparation of final pay estimate, and assistance with project closeout. An estimated effort of thirty-five (35) hours have been budgeted for this task authorization.

Project Schedule

The work is anticipated to take place between October 2019 and November 2019.

Subconsultants

None anticipated.

Fee for Services

The fee for services shall be on a time and expense basis in accordance with the Professional Services Agreement for 2011 General Services dated June 14, 2011, that has been fully executed between Port of Douglas County and RH2 Engineering, Inc. The fee for services shall not exceed \$7,000.00 without prior written authorization of the Port of Douglas County.

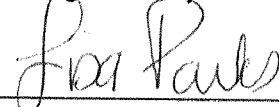
RH2 Engineering, Inc.


Signature

Randy L. Asplund – Director
Print Name/Title

10/17/19
Date

Port of Douglas County


Signature

Lisa Parks / Executive Director
Print Name/Title

10/8/19
Date